



Terms of Service – 27 January 2026

1. The Agreement

1. **About CitySwift.** In the Agreement, **CitySwift** refers to Huddl Mobility Limited t/a CitySwift, a company registered in Ireland under company number 567365 and with offices at Portershed, 1 Bowling Green, Galway, H91 HE9E.
2. **About Customer.** Customer refers to the Customer described in the relevant Order. Each is a **party** to the Agreement and together the **parties**.
3. **The Services.** CitySwift provides a cloud-based proprietary platform for transport companies (**Platform**). The Platform contains a core data management system that integrates with Customer's current software programmes to power different products a customer may purchase under an Order as outlined in Schedule 3 (**Products**). The provision of the Platform, Products and Documentation (defined below) are CitySwift's **Services**.
4. **Routes & Vehicles.** Unless otherwise agreed in the relevant Order:
 - a. any routes added to a Product must remain onboarded for the duration of the Order, and
 - b. where an Order specifies a precise number of vehicles, the same cannot be reduced during the term of the Order.
5. **The Agreement.** These terms and conditions for CitySwift's provision of Services (the **Terms**), together with its schedules, incorporated policies and the relevant Order entered into by the parties, form the entire agreement between the parties (the **Agreement**).

2. Providing the services

1. **Implementation.** Customer must provide all datasets described in Schedule 2 Paragraph 1 onto the Platform using automatic scripts, Application Programming Interfaces (APIs) or other mutually agreed formats for CitySwift to implement the Platform and relevant Product for Customer. All Customer Data uploaded onto the Platform must be promptly provided on CitySwift's request and be accurate, complete and up to date. The implementation process begins on the Start Date of the relevant Order.
2. **Validation tests.** CitySwift will validate Customer Data for Platform use in accordance with the tests and processes described in Schedule 2 Paragraph 2.
3. **Continuing operations.** Customer must provide Customer Data to CitySwift on an ongoing basis and in accordance with the data requirements set out in Schedule 2 Paragraph 3 to allow CitySwift to continuously operate the Services. The parties will

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make reasonable corrections to the cadence, volume or types of Customer Data when necessary to ensure the Services conform to descriptions in the Agreement.

4. **Failing to provide Customer Data.** If Customer fails to provide Customer Data as required in Schedule 2, any delays or unavailability of the Services will not impact the Fees charged by CitySwift nor form part of Permitted Downtime (as defined in the Support Policy at Schedule 4).
5. **CitySwift's obligations.** Subject to Customer's compliance with its obligations in these Terms, CitySwift will provide Customer with the right to access and use the Services in accordance with the requirements set out in the relevant Order.
6. **Documentation.** CitySwift will provide Customer with a description of the Platform and instructions for its use. This will be provided via the Platform (or other web address as notified to Customer) and may be in the form of texts, images, videos or other materials or documents (altogether, Documentation).
7. **Support.** CitySwift will provide support and maintenance services to Customer for its use of the Platform in accordance with the Support Policy. CitySwift may update this Support Policy on written notice to Customer at least 30 days in advance of the proposed change, provided that any changes do not result in a material degradation of:
 - a. the availability of the Platform, or
 - b. the support and maintenance services.
8. **Updates.** CitySwift may release updates to the Platform for improved use which will be automatically implemented by CitySwift. Any updates provided will not materially reduce Customer's use of key features or interrupt Customer's use of the Platform.
9. **Additional functionalities.** New or additional features and functionalities for a Product may become publicly available for Customer to purchase for an additional fee via a new Order or variation to an existing Order.

3. Customer obligations

1. **Authorising Users.** Customer must appoint an administrator for Customer's account who may authorise and register its affiliates, employees or contractors to access and use the Platform (**Users**). Customer must not authorise any contractors who may be considered CitySwift's competitor.
2. **Obligations.** For the Term, Customer agrees to:
 - a. ensure it and all Users use the Services in accordance with the terms of the Agreement,
 - b. use all reasonable endeavours to ensure all Users have a secure password to use the Platform, keep it confidential and change it every month,

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- c. maintain an up to date list of all Users and notify CitySwift of any changes to its Users,
 - d. ensure its Users use the support available under the Support Policy in a fair and reasonable manner and not excessively,
 - e. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and promptly notify CitySwift upon becoming aware of any unauthorised access or use,
 - f. provide its end-users of the Platform with any legally required terms or policies for their use of the Platform (if applicable),
 - g. procure and maintain any third party network connections and telecommunications links from its systems to the Platform and be responsible for any issues, loss or damage related to them, and
 - h. ensure its networks and systems comply with any reasonable specifications provided by CitySwift.
3. **Platform restrictions.** When using the Platform, Customer agrees not to:
- a. access, store, distribute or transmit viruses, malicious code or other harmful technologies,
 - b. reverse engineer, copy, modify, data scrape, republish or automate the Platform in any way,
 - c. create derivative works of the Platform or build a competitive product or service,
 - d. licence, resell or provide the Platform in any other way to a third party, and
 - e. do anything unlawful, harmful, threatening, damaging, defamatory, discriminatory or offensive.
4. **Consequences.** If Customer violates any restrictions in these Terms, CitySwift may give written notice to the Customer of such violation and, following a reasonable period to rectify the issue or issues (if rectifiable), disable Customer's access to the Services or any other materials provided to Customer under the Agreement. The notice requirement and rectification period will not apply if, in CitySwift's reasonable discretion, the violation of restrictions by the Customer may impact the security of the Platform or CitySwift's delivery of services to other customers.
5. **Responsibilities.** Customer agrees it is solely responsible for determining whether the Services are suitable for its use and for any conclusions it draws from using the Services. CitySwift is not liable for any damage Customer incurs caused by errors or omissions in information, instructions or scripts which Customer may provide to CitySwift, or any actions taken by CitySwift at Customer's direction.

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6. **Indemnity.** Customer will indemnify CitySwift against any claims, damages, losses, expenses or any other liabilities arising out of or in connection to Customer's breach of this clause 3.

4. Intellectual property

1. **Definition.** IP Rights means all rights to patents, utility models, trademarks, designs, domain names, business names, goodwill, copyright and databases, including know-how and trade secrets within computer software, computer programmes, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, and all other intellectual property rights, whether registered or unregistered, and all extensions, renewals and rights to apply for or renew a registration.
2. **CitySwift IP.** CitySwift and/or its licensors own all IP Rights in and to the:
 - a. Services and any subsequent versions,
 - b. **Aggregated Insights**, which are anonymised data insights compiled by CitySwift based on its engagement with Customer and its use of the Services which do not identify Customer or any Customer Data, and
 - c. **Outputs**, which may comprise reports, infographics, data tables, graphs, downloadable files or other materials generated from the Services.
3. **Customer IP.** Customer owns all IP Rights in Customer Data and has sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.
4. **Licence for CitySwift.** Customer grants CitySwift a non-exclusive, non-transferable, royalty-free, worldwide, limited licence to use Customer Data for the purposes described in the Agreement.
5. **Licence for Customer.** CitySwift grants Customer and Users:
 - a. a non-exclusive, non-transferable, royalty-free, worldwide, limited licence to access and use the Services for the Term in accordance with the Agreement, and
 - b. a non-exclusive, non-transferable, royalty-free, worldwide, perpetual licence to use Outputs solely for Customer's internal business use.
6. **CitySwift indemnity.** CitySwift will indemnify and defend Customer and its directors, officers, employees, and agents against all losses, liabilities, and damages connected to a third party claim brought against Customer alleging that the Services or Products infringe that third party's IP Rights (an **IP Claim**). However, these obligations do not apply if the claim against Customer arises from:

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- a. Customer's or a User's use of the Services or Products in violation of the terms of the Agreement, or
 - b. Customer's intellectual property, Customer Data, or other content which was used with the Products, if the Products would not have been infringing without such combination.
7. **Conduct of IP Claim.** If an IP Claim occurs, Customer will:
 - a. notify CitySwift as soon as reasonably practicable,
 - b. give CitySwift sole control of the defence and not admit liability or settle the IP Claim except on CitySwift's instructions,
 - c. follow CitySwift's reasonable instructions and provide reasonable assistance to defend the IP Claim, and
 - d. mitigate Customer's losses.
8. **No other rights.** Except where expressly stated, the Agreement does not grant any rights in or to the other party's IP Rights.

5. Fees and payment terms

1. **Fees.** The fees for Customer's use of the Services (**Fees**) will be set out in the relevant Order and are non-cancellable, non-refundable and exclusive of any applicable tax.
2. **Invoices.** CitySwift will invoice Customer annually in advance, beginning on the Start Date of the relevant Order. Invoices are payable within 30 days from the invoice date.
3. **Late payments.** If CitySwift has not received payment for invoices by the due date, it may:
 - a. disable Customer's passwords and suspend its access to the Services following written notice to the Customer if payment is more than 5 business days overdue and until payment is made in full, and
 - b. charge a daily interest rate at 3% above the then-current EURIBOR until fully paid.
4. **Fees adjustment.** The Fees shall be subject to an annual increase adjustment, effective on each anniversary of the Start Date of the relevant Order. The increase adjustment will be on a compound basis and will be based on the annual rate of inflation, as set out by the Consumer Price Index (**CPI**) Annual Rate for the United Kingdom, on each anniversary date, plus 2%. In the event that the CPI rate is zero or negative, a 4% increase will apply.

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5. **Additional Fees.** At all times, CitySwift will maintain the most recent 3 years of historical Customer Data in active live storage. This data will be accessible through the Platform under the Fees charged. For Customer Data relating to periods older than 3 years, access can be provided upon request and there will be a wait time of 24 hours to allow for the retrieval of such data. Such requests will incur additional Fees, which will be communicated to Customer at the time of the request. CitySwift will provide evidence of the costs associated with data retrieval at that time. All Fees will be based on a fair and reasonable basis.

6. Confidentiality

1. **Definition.** Confidential Information means all information relating to a party, its businesses, products, finances and affairs, in any media or form, that is marked as confidential or would reasonably be considered to be confidential under the circumstances in which it is shared. This includes information relating to customers and suppliers, employees and officers, products and services, know-how and the Agreement.
2. **Exceptions.** Confidential Information does not include information which is:
 - a. in the public domain other than by a breach of the Agreement,
 - b. already known by the receiving party at the time of its disclosure,
 - c. lawfully received by a party free of any obligation of confidentiality at the time of its disclosure,
 - d. independently developed by a party without access to or use of the other's Confidential Information, or
 - e. expressly indicated as not confidential.
3. **Obligations.** Each party agrees to:
 - a. maintain the confidentiality of all Confidential Information shared by the other party,
 - b. not disclose, copy or modify Confidential Information without the owner's prior written consent,
 - c. only use Confidential Information in connection with its performance of the Agreement,
 - d. promptly notify the other party upon becoming aware of any breach of confidentiality, and
 - e. promptly destroy or erase any Confidential Information it holds upon the owner's written request, except if required by legal or regulatory obligations to

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retain copies of Confidential Information which must be securely stored in archival back-up systems and remain subject to the Agreement's terms.

4. **Permitted disclosure.** Each party may disclose Confidential Information to its affiliates, employees, consultants or contractors (**Permitted Recipients**) on a need-to-know basis who are bound in writing to confidentiality obligations similar to the terms of the Agreement. Each party is liable to the other for all acts or omissions of its Permitted Recipients which would constitute a breach of the Agreement if the Permitted Recipient were a party to it.
5. **Necessary disclosure.** Each party may disclose Confidential Information if required by applicable law or court order, provided that they notify the owners as soon as possible (if legally permitted) and take reasonable steps to limit disclosure.

7. Warranties

1. **Mutual warranties.** Each party represents and warrants to the other during the Term that it:
 - a. has full authority to legally enter into and perform obligations in the Agreement, and
 - b. has and will maintain all necessary consents to enter into and perform the Agreement.
2. **CitySwift warranties.** During the Term, CitySwift represents and warrants that it will perform its obligations to Customer:
 - a. using reasonable skill and care and in accordance with industry standards,
 - b. in accordance with the Documentation in all material respects,
 - c. in accordance with the terms of the Agreement,
 - d. in compliance with applicable laws, and
 - e. it owns or has obtained and will maintain all valid licences, consents, and permissions relating to the Services which are necessary for CitySwift to perform its obligations under the Agreement.
3. **Customer warranties.** During the Term, Customer represents and warrants that:
 - a. it will comply with all applicable laws and regulations relevant to the Agreement,
 - b. it owns or has obtained and will maintain all valid licences, consents, and permissions relating to Customer Data which are necessary for CitySwift to perform its obligations under the Agreement, and

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- c. Customer Data does not breach any rights (including privacy rights) of any third party.
4. **Simulation modelling.** CitySwift makes no warranties or assurances regarding the attainment of any predicted simulated models generated by the Platform. The Customer acknowledges and accepts that relying on any predicted simulated models is at their sole risk and CitySwift disclaims liability for any decisions or actions taken by the Customer based on these models.
5. **Disclaimer.** Unless otherwise expressly stated in these Terms, CitySwift does not warrant that Customer's use of the Services will be uninterrupted or error-free. All warranties, representations, conditions and other terms implied by law are excluded under the Agreement to the fullest extent permitted by law.

8. Limitation of liability

1. **No unlawful exclusions.** Neither party's liability is excluded or limited for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else which cannot be excluded by law.
2. **Indirect losses.** Neither party is liable for any:
 - a. special, indirect or consequential losses of any kind, whether or not a party was advised of the possibility of such loss, or
 - b. loss of revenue, profits, use, contract, opportunity, savings, discount, rebate or goodwill.
3. **Limitation on liability.** CitySwift's aggregate liability to Customer under the Agreement is limited to the total amount of Fees paid or payable by Customer under the relevant Order during the 12-month period preceding the event which gave rise to the liability (**General Liability Limit**), except where such claims arise from specific breaches of designated clauses below.
4. **Intellectual Property.** For breaches of clause 4 (Intellectual property) and CitySwift's indemnity at clause 4.6, each party's liability shall be unlimited.
5. **Confidentiality and Data protection.** For breaches of clause 6 (Confidentiality) or clause 10 (Data protection), each party's liability shall be subject to a separate and increased limit. The maximum aggregate liability for breaches of clause 6 or clause 10 shall not exceed the lesser of: a. 200% of the Fees paid or payable under the relevant Order; and b. two million pounds (£2,000,000). This liability cap for confidentiality and data protection breaches is distinct and shall apply independently from the General Liability Limit.

9. Term and Termination

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1. **Term.** The Agreement will continue from the Start Date to the Expiry Date of the relevant Order (the **Initial Term**) and will automatically renew in subsequent 12-month periods (each a **Renewal Term** and altogether, the **Term**) unless a party provides written notice to the other that it wishes to terminate the relevant Order at least 90 days before the end of the Initial Term or then-current Renewal Term.
2. **Terminating for cause.** Either party may terminate the Agreement at any time if the other party:
 - a. materially breaches any part of the Agreement which is: (i) incapable of remedy, or (ii) capable of remedy but fails to remedy it within 30 days of being notified in writing to do so,
 - b. suspends payment of its debts or is unable to pay its debts as they fall due, or
 - c. becomes subject to insolvency, bankruptcy, administration, receivership or other similar event.
3. **Effects of termination.**
 - a. **Payment of Fees:**
 - i. If the Agreement expires, Customer shall pay all Fees owed to CitySwift in accordance with clause.
 - ii. If the Agreement is terminated due to a material breach by Customer (clause 9.2), any accrued Fees owed to CitySwift shall be paid up to the date when the material breach was made by Customer.
 - iii. If the Agreement is terminated due to a material breach by CitySwift (clause 9.2), Customer will be given a pro-rata refund of any Fees paid in advance which relate to the period after termination.
 - b. **Customer Data:** On termination of the Agreement, the following steps shall be taken to ensure a satisfactory completion of the Agreement for the parties:
 - i. Customer to disconnect all Secure File Transfer Protocol (SFTP) connections to CitySwift relating to (1) Automatic Vehicle Location (AVL) data, (2) ticketing data, (3) TransXchange data and (4) Siri Vehicle Monitoring data (all detailed in the implementation process in Schedule 2 Paragraph 1);
 - ii. CitySwift to destroy all historical AVL, Ticketing, TransXchange and Siri Vehicle Monitoring data from its servers;
 - iii. CitySwift to remove access of all Users and decommission Customer's specific Platform application;
 - iv. CitySwift to destroy all User's data from CitySwift's servers.

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10. Data protection.

1. **Definitions.** The following definitions are used in this data protection clause:
 - a. **Adequate Country** means a country or territory that is recognized under Data Protection Laws from time to time as providing adequate protection for personal data,
 - b. **Data Protection Laws** means all applicable laws and regulations that govern the processing of personal data, including the European Union Regulation 2016/679 (as amended or replaced from time to time) and United Kingdom Data Protection Act 2018 (as amended or replaced from time to time),
 - c. **data controller, data processor, data subject, personal data, processing, and supervisory authority** have the meanings ascribed to them in Data Protection Laws, and
 - d. **Transfer Mechanism** means Module 3 of the Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the European Economic Area (EEA) or Adequate Country to a third party country.
2. **Roles of the parties.** To the extent CitySwift processes any personal data on behalf of Customer under the Agreement, the parties acknowledge that CitySwift will be the data processor and Customer will be the data controller.
3. **Processing activity.** Details of the personal data processing activity are as described in Schedule 1.
4. **Controller obligations.** Customer, in its capacity as data controller, is solely responsible for obtaining all necessary consents, licences and legal bases required under Data Protection Laws to allow CitySwift to process personal data.
5. **Processor obligations.** To the extent that CitySwift processes personal data on behalf of Customer during its provision of the Services, it will:
 - a. have in place and maintain appropriate technical and organisational security measures over such personal data,
 - b. only process personal data for the purposes set out in the Agreement and in accordance with any written instructions of Customer,
 - c. inform Customer as soon as reasonably practicable if (in its opinion) any instructions violate Data Protection Laws,
 - d. without undue delay and at Customer's expense, provide Customer reasonable assistance with:
 - i. data protection impact assessments,

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- ii. responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - iii. engagement with supervisory authorities,
 - e. delete personal data within 60 days of the termination or expiry of the Agreement,
 - f. maintain complete and accurate records and information to demonstrate its compliance with Data Protection Laws and allow for one audit per year by Customer or Customer's designated auditor,
 - g. only allow CitySwift personnel access to personal data as required to perform the Services and ensure personnel are under obligations of confidentiality, and
 - h. notify Customer without undue delay after becoming aware of a personal data breach affecting personal data (and in any event no later than 36 hours following its discovery of such breach) and provide assistance to Customer as required by Data Protection Laws in responding to it.
6. **Sub-processing.** Customer consents to CitySwift's use of sub-processors listed in Schedule 1 when processing personal data. CitySwift will ensure its sub-processors, and any future sub-processors comply with terms that are substantially similar to those in these Terms and is liable to Customer for all acts, errors and omissions of its sub-processors as if they were a party to these Terms.
7. **Approvals.** To the extent CitySwift engages new sub-processors, CitySwift will provide Customer with prior notice of any change and Customer may reasonably object within 10 business days of such notice. If Customer objects to the engagement of a new sub-processor, the parties will discuss Customer's concerns in good faith with a view to achieving a commercially reasonable solution. If no mutually agreeable solution can be reached within a reasonable time, either party may terminate the Agreement without further liability to the other party.
8. **International transfers.** If the provision of Services requires the processing of personal data outside of the EEA or an Adequate Country, CitySwift will ensure that an appropriate Transfer Mechanism is in place.

11. Other Important terms

1. **Force majeure.** Neither party is liable to the other or in breach of the Agreement for any delays or failures in their performance resulting from an event beyond their reasonable control (a Force Majeure Event), provided that the unaffected party is notified about the event and its expected duration, and the affected party uses reasonable endeavours to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for 30 days or more, the unaffected party may immediately

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terminate the Agreement by providing written notice 10 business days in advance to the affected party.

2. **Marketing.** Customer agrees that CitySwift may make a public announcement concerning this Agreement and may name Customer and use its logos or other trademarks to identify them as CitySwift's customer on its website and in marketing materials.
3. **No partnership or agency.** Nothing in the Agreement is intended to create a partnership or legal relationship of any kind that would make one party liable for the other party's acts, or to authorise either party to act as agent for or to enter into any commitments for or on behalf of the other.
4. **Survival.** Any provision of the Agreement which is intended to remain in force on or after the expiry or termination of the Agreement, will continue to remain in full force.
5. **Conflicts.** If there is an inconsistency between any terms in the Agreement, the following order will apply from highest to lowest precedence:
 Order ➡ Schedules in these Terms ➡ Terms
6. **No waiver.** No delay or failure by a party to exercise any right or remedy under the Agreement will prevent the future exercise of any such right or remedy.
7. **Notices.** Notices must be in writing and sent by email to the email address notified to a party by the other. A notice sent by email is deemed to be received at the time it is sent.
8. **Invalidity.** If any provision of the Agreement is held to be invalid, illegal or unenforceable, the remainder of the Agreement will remain valid and enforceable.
9. **Variation.** Unless expressly stated otherwise in the Agreement, any variations to the Agreement must be mutually agreed in writing.
10. **Governing law and jurisdiction.** The Agreement is governed by the laws of Ireland and any disputes arising from it will be settled by the exclusive jurisdiction of the courts of Ireland.

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Schedule 1: Data Protection Particulars

Sub Processor	Used for	Location data is stored
Google & Looker Data Sciences (acquired by Google)	Cloud hosting services and data analytics	London, United Kingdom
Intercom	Helpdesk for customer queries	USA
Mixpanel, Inc.	Click/usage events	EEA

Data Processing Activities

Subject matter and duration of the processing	As described in the Agreement.
Nature and purpose of the processing	To provide the Services described the Agreement.
Types of personal data	Names, IP addresses, Bus Driver IDs, passenger smart card IDs.
Data subjects	Customer staff data and passenger data.
Special category data	No special category personal data will be processed.

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Schedule 2: Data Requirements

1. Implementation

CUSTOMER DATA	
AUTOMATIC VEHICLE LOCATION	
Customer action	In order for CitySwift to gather historical data for a period of more than 12 months, Customer must work with its third party provider or internal technical team to export the maximum historical time period available and provide it to CitySwift.
Dataset	Customer must provide CitySwift with the following dataset: 1. Vehicle ID 2. Fleet number 3. Sequence 4. Journey number 5. Journey start time 6. Running board name 7. Public service code 8. Driver number 9. Lat 10. Long 11. Heading 12. Deviation 13. Panic 14. State 15. Timestamp
TICKETING DATA	
Customer action	Customer must work with its third party provider to export the maximum amount of historical ticketing data for the past 12 months (at a minimum), or provide CitySwift with access to the third party provider's ticketing machine web portal.

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Dataset	Customer must provide CitySwift with the following dataset: 1. Date and time 2. Route 3. Schedule 4. Trip 5. Shift 6. Origin 7. Passenger 8. Destination 9. Ticket 10. Card ID 11. Transaction type 12. Ticket no. 13. Canc 14. Full (£) 15. Ps 16. Dst 17. Fare (£)
SCHEDULE FILES	
Customer action	Customer must provide historical timetable/schedule files for the past 24 months (at a minimum) in its cloud storage folder directly to CitySwift.
Dataset	Customer must provide the following dataset to CitySwift in an extended version form of 2.4 or above: 1. Block number 2. Journey code 3. Days of week 4. Days of non-operation 5. Line IDs 6. Stop to stop runtimes 7. Stop to stop, stop point IDs 8. Distance between stops (metres) 9. Stop IDs 10. Route line strings 11. Timing status (timing points and non-timing points)

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2. Validation Testing

Upon receiving accurate, complete and up to date Customer Data outlined above, CitySwift will complete the necessary internal data checks described below to ensure the integrity and sufficiency of Customer Data required to use the Platform and relevant Products.

DATA ASSESSMENT	
PASSING THE VALIDATION TEST	
WHEN	Completed upon receipt of sample data. Typically pre-contract.
OUTPUT	CitySwift will validate required fields that are present in the sample data. Any variances from required fields will be reported to the Customer for review.
FAILING THE VALIDATION TEST	
WHEN	Completed upon setup of ongoing data ingestion pipelines. Typically post-contract.
OUTPUT	CitySwift will complete a check on data quality metrics such as AVL, schedule and trip matching. Findings of this check requiring Customer review will be reported to the Customer.

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3. Continuing Customer Data Requirements

To allow CitySwift to continue to provide the Services, Customer must complete the actions in line with the cadences described below and provide the datasets.

CONTINUING CUSTOMER DATA REQUIREMENTS	
TICKETING DATA	
Customer Action	Customer must upload its most recent ticketing data, outlined below, onto the Platform every 24 hours and no less than every 72 hours for the Term.
Dataset	1. Date and time 2. Route 3. Schedule 4. Trip 5. Shift 6. Origin 7. Passenger 8. Destination 9. Ticket 10. Card ID 11. Trans type 12. Ticket no. 13. Canc 14. Full (£) 15. Ps 16. Dst 17. Fare (£)
SCHEDULE FILES	
Customer Action	The following data must be uploaded onto the Platform on a continuous basis for the Term.

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Dataset

1. Block number
2. Journey code
3. Days of week
4. Days of non-operation
5. Line IDs
6. Stop to stop runtimes
7. Stop to stop, stop point IDs
8. Distance between stops (metres)
9. Stop IDs
10. Route line strings
11. Timing status (timing points and non-timing points)



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Schedule 3: Products

Refer to Service Definitions document.

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Schedule 4: Support Policy

1. Service levels

In this policy:

- **normal business hours** means between 9am to 5.30pm (local time in Ireland) from Monday to Friday excluding any public holidays,
- **Permitted Downtime** has the meaning given to it at section 2 below, and
- **Uptime** means the amount of time the Platform is available for Customer use during normal business hours excluding Permitted Downtime, calculated as a percentage over a 3-month period beginning on the Start Date of Customer's Order (the **Quarter**).

CitySwift will aim to achieve at least 99.0% Uptime every Quarter. Uptime is monitored and reported to CitySwift by its third party IT service provider. If a report identifies that Uptime has fallen below 99.0% in a particular Quarter, CitySwift will credit Customer a percentage of the Fees paid for the affected Services in that Quarter (a **Credit**), as set out below:

Platform Uptime in a Quarter	Credit
98.5% - 98.99%	1%
95.0% - 98.49%	2%
Less than 94.99%	3%

2. Maintenance

CitySwift will aim to keep any interruptions with the Platform or Products to a minimum. However, CitySwift may need to schedule and perform maintenance to keep the Platform working smoothly, correct any errors or implement software updates (**Scheduled Maintenance**). Sometimes, this may only take 30 minutes or less to complete (**Minor Maintenance**). In addition, CitySwift may be required to conduct emergency maintenance to fix issues with the Platform from time to time. Any unavailability or interruptions to the Services during Maintenance, Minor Maintenance or Emergency Maintenance constitute **Permitted Downtime** and will be excluded from the Uptime calculation.

To ensure Customer can prepare for any potential interruptions, CitySwift will provide Customer with written notice:

- at least 5 business days in advance for Maintenance occurring inside of normal business hours,
- at least 3 business days in advance for Maintenance occurring outside of normal business hours, and
- at least 2 business days in advance for Minor Maintenance.

Due to its nature, CitySwift cannot provide advance written notice of Emergency Maintenance.

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3. Support and issue response times

CitySwift offers multiple support channels to support Customer's use of the Platform:

- a. **Email Support:** Customer can send their queries or concerns to their dedicated Account Manager.
- b. **Live Chat Support:** Our website features a live chat option, allowing customers to interact directly with our team.
- c. **Phone Support:** Customers can call their Account Manager for immediate assistance during business hours.
- d. **Knowledge Base & FAQs:** We maintain a knowledge base and frequently asked questions section on our website to provide immediate answers to common questions.
- e. **Direct Support:** Dedicated customer success support subject to agreed terms.

For all other issues, support will be provided to Customer based on the issue priority, as set out below:

RESPONSE & RESOLUTION TIMES	
Priority 1 issue	
Description	The Platform is inaccessible for Customers.
Who to contact	Customer can report a Priority 1 incident to CitySwift by: Calling & emailing their Account Manager and emailing Support at urgent@cityswift.com .
Initial response times	During normal business hours: Within one hour of CitySwift receiving Customer's report. Outside normal business hours: Within one hour of the start of the next business day.
Target resolution times	Within one business day after CitySwift's initial response.
Priority 2 issue	
Description	Operation of the Platform is severely degraded, or Products are not operational and work cannot reasonably continue.
Who to contact	Customer can report a Priority 2 incident to CitySwift by: Calling & emailing their Account Manager and emailing Support at urgent@cityswift.com .
Initial response times	During normal business hours: Within two hours of CitySwift receiving Customer's report. Outside normal business hours: Within two hours of the start of the next business day.
Target resolution	Within two business days after CitySwift's initial response.

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times	
Priority 3 issue	
Description	Certain non-essential features of the Platform are impaired while most major components of the Platform remain functional.
Who to contact	Customer can report a Priority 3 incident to CitySwift by emailing their Account Manager and Support at support@cityswift.com .
Initial response times	During normal business hours: Within twenty four hours of CitySwift receiving Customer's report. Outside normal business hours: Within twenty four hours of the start of the next business day.
Target resolution times	Within five business days after CitySwift's initial response.
Priority 4 issue	
Description	Errors that are non-disabling, cosmetic or have little or no impact on the normal operation of the Platform.
Who to contact	Customer can report a Priority 4 incident to CitySwift by emailing their Account Manager and Support at support@cityswift.com .
Initial response times	During normal business hours: Within forty eight hours of CitySwift receiving Customer's report. Outside normal business hours: Within forty eight hours of the start of the next business day.
Target resolution times	By the next release of the affected Product.

4. Termination rights

If CitySwift fails to meet any Priority 1 or Priority 2 response or resolution time for: (a) three consecutive months, or (b) three times in any 6 month period, this will constitute an irremediable material breach of the Agreement.